

REQUEST FOR PROPOSAL

Intensive Case Management Services (ICM)

OFFICE OF BEHAVIORAL HEALTH
DEPARTMENT OF HEALTH AND HOSPITALS

RFP # 305PUR-DHHRFP- ICM-OBH
Proposal Due Date/Time: September 20, 2010 4:00 PM

August 20, 2010

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Glossary

ACT: Assertive Community Treatment

CAHSD: Capital Area Human Services District

CIT: Crisis Intervention Team

Contractor: As used in this RFP means the ICM Contractors for each designated Region and the South Central Louisiana Human Services Authority

DACTS: Dartmouth Assertive Community Treatment Scale

DHH: Department of Health and Hospitals

FACT: Forensic Assertive Community Treatment

FPHSA: Florida Parishes Human Services Authority

ICM: Intensive Case Management Services

JPHSA: Jefferson Parish Human Services Authority

LGE: Local Governmental Entity which includes the districts and authorities mentioned in LA R.S. 28:912 (B). Generally in this RFP, LGE will mean the SCLHSA

LLA: Local Lead Agency

MHSD: Metropolitan Human Services District

Must: Denotes a mandatory requirement

OBH: Office of Behavioral Health

PSH: Permanent Supportive Housing

Redacted Proposal: The removal of confidential and/or proprietary information from one copy of the proposal for public records purposes

SAMHSA: Substance Abuse & Mental Health Services Administration

SCLHSA: South Central Louisiana Human Services Authority

Shall: Denotes a mandatory requirement

Should: Denotes a preference, but not a mandatory requirement

SPOE: Single Point of Entry

TSL: Tenant Service Liaison

Will: Denotes a mandatory requirement

I. GENERAL INFORMATION

A. Background

1. The mission of the Department of Health and Hospitals (DHH) is to protect and promote health and to ensure access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana. DHH is dedicated to fulfilling its mission through direct provision of quality services, the development and stimulation of services of others, and the utilization of available resources in the most effective manner.
2. DHH is comprised of the Bureau of Health Services Financing (Medicaid), the Office for Citizens with Developmental Disabilities, the Office of Behavioral Health, the Office of Aging and Adult Services, and the Office of Public Health. Under the general supervision of the Secretary, these principal offices perform the primary functions and duties assigned to DHH.
3. DHH, in addition to encompassing the program offices, has an administrative office known as the Office of the Secretary, a financial office known as the Office of Management and Finance, and various bureaus and boards. The Office of the Secretary is responsible for establishing policy and administering operations, programs, and affairs.
4. The mission of the Office of Behavioral Health is to advance a resiliency, recovery and consumer focused system of person centered care utilizing best practices and evidence based practices that are effective and efficient as supported by the data from measuring outcomes, quality and accountability. The Louisiana Office of Behavioral Health, Central Office, is issuing this RFP for the provision of Intensive Case Management (ICM) Services which is an integral component to a recovery based continuum of care.

B. Purpose of RFP

1. The purpose of this RFP is to solicit proposals from qualified proposers that provide Intensive Case Management services.
2. OBH requires one contract in Region 4, one in Region 5, one in Region 7, one in Region 8 and one in the SCLHSA to provide Intensive Case Management (ICM) services as they are a key part of the continuum of mental health services and supports for individuals with a severe and persistent mental illness. The service promotes recovery and independence through the coordination of services and on-going supports to the consumer as their needs evolve, acting as a critical component in the continuum of care, allowing consumers to step up or down into more intensive service delivery systems, such as Assertive Community Treatment (ACT), Forensic Assertive Community Treatment (FACT), or inpatient services. It is an intensive service

that functions as more than a service brokerage, and instead relies on the relationship between the consumer and staff, building upon recovery principles to improve quality of life and maintain community tenure.

C. Invitation to Propose

The Office of Behavioral Health is inviting qualified proposers to submit proposals for implementing Intensive Case Management Services, in Regions 4, 5, 7, and 8, as well as South Central Louisiana Human Services Authority (SCLHSA). Though the proposer may submit proposals for multiple regions and the SCLHSA, individual proposals must be submitted for each Region/LGE. One contract will be awarded for each designated Region and the SCLHSA, resulting in five (5) contracts from this RFP. Teams in each Region (4, 5, 7, and 8) will be capable of serving approximately 200 people; the teams in SCLHSA will be capable of serving approximately 400 individuals. The provision of these services to individuals with severe mental illness needs to be in accordance with the specifications and conditions set forth herein.

D. RFP Coordinator

1. Requests for copies of the RFP and written questions or inquiries must be directed to the RFP coordinator listed below:

Ann Darling
Project Director
Office of Behavioral Health, Adult Best Practices
Department of Health and Hospitals
628 North 4th St.
Baton Rouge, LA 70802
Telephone Number: (225) 342-2563
Facsimile Number: (225) 342-9257
Email: ann.darling@la.gov

2. This RFP is available in pdf format at the following web links:
<http://www.dhh.louisiana.gov/publications.asp?ID=1&CID=25> or
<http://www.prd.doa.louisiana.gov/OSP/LaPAC/bidlist.asp?department=4>
3. All communications relating to this RFP must be directed to the DHH RFP contact person named above. All communications between Proposers and other DHH staff members concerning this RFP are strictly prohibited. Failure to comply with these requirements may result in proposal disqualification.

E. Proposer Inquiries

1. The Department will consider written inquiries regarding the RFP or Scope of Services before the date specified in the Schedule of Events. To be considered, written inquiries and requests for clarification of the content of this

RFP must be received at the above address or via the above fax number or email address by the date specified in the Schedule of Events. Any and all questions directed to the RFP coordinator will be deemed to require an official response and a copy of all questions and answers will be posted by the date specified in the Schedule of Events to both of the following web addresses:

<http://www.dhh.louisiana.gov/publications.asp?ID=1&CID=25> or

<http://wwwprd.doa.louisiana.gov/OSP/LaPAC/bidlist.asp?department=4>

2. Action taken as a result of verbal discussion shall not be binding on the Department. Only written communication and clarification from the RFP Coordinator shall be considered binding.

F. Pre-Proposal Conference

This will not be required for this RFP.

G. Schedule of Events (DHH reserves the right to deviate from this Schedule of Events)

Schedule of Events	Tentative Schedule
Public Notice of RFP	August 20, 2010
Deadline for Receipt of Written Questions	4 pm CDT August 31, 2010
Response to Written Questions	September 3, 2010
Deadline for Receipt of Written Proposals	4 pm CDT September 20, 2010
Proposal Evaluation Begins	September 21, 2010
Contract Award Announced	September 27, 2010
Contract Negotiations Begin	September 27, 2010
Contract Begins	October 1, 2010

H. RFP Addenda

In the event it becomes necessary to revise any portion of the RFP for any reason, the Department shall post addenda, supplements, and/or amendments to all potential proposers known to have received the RFP. Additionally, all such supplements shall be posted at the following web addresses:

<http://www.dhh.louisiana.gov/publications.asp?ID=1&CID=25> or

<http://wwwprd.doa.louisiana.gov/OSP/LaPAC/bidlist.asp?department=4>

II. SCOPE OF WORK

A. Project Overview

Intensive Case Management is a cornerstone to enhancing a continuum of care for a recovery focused system of behavioral health care. This service will serve as an initial foray into services for consumers who need early engagement and stabilization. Consumers entering at this level will have the opportunity to focus on getting needs met and moving to a lower level of care as soon as possible. In addition, intensive case management can serve as a step down from a higher level of care such as ACT.

The provider will utilize a strengths-based intensive case management model which will build on the inherent strengths and skills of the consumer as opposed to an illness management focus. Included in this philosophy is the belief that mental health professional staff does not hold the key to an individual's recovery but are trained to facilitate and support individuals in their recovery. Recovery is a unique path for each individual and the concept of hope is critical to recovery. Also supported is the belief that the episodic nature of mental illness should not interfere with an individual's path to wellness.

The development of intensive case management services will expand the continuum of services available, thus creating movement within existing higher levels of care and allowing greater access for those currently unable to attain needed services. As a first step into care, ICM provides an opportunity for consumers to build a partnership that will allow less dependence on a traditional service system and to move toward greater independence. As a step down from a higher level of care such as ACT, intensive case management allows for a smooth transition. Philosophies and support between services are similar and the dignity and respect for the individual recovery process are the primary focus. Moving to a lower level of care the case manager will assist the consumer in maintaining skills gained and continue to maintain stability within the community.

B. Deliverables

Intensive Case Management is needed in order to support consumers with serious mental illness to become functional members of their community and reduce inpatient hospitalization, unnecessary emergency room visits, and unnecessary use of police officers to manage behavioral health challenges. Additionally, the ICM program will assist in reducing homelessness. Research has shown that upwards to 66% of homeless individuals have substance abuse and/or mental health problems; and up to 25% meeting criteria for severe and persistent mental illness (<http://mentalhealth.samhsa.gov/publications/allpubs/homelessness/>). By reducing homelessness and improving access and engagement for services, the ICM program will improve consumer safety, quality of care and reduce overall costs of care.

1. General Requirements

Consumers will participate in multiple contacts per week with their case manager to connect, coordinate, and access services appropriate to the consumer's needs and in accordance with treatment plans developed by the consumer in conjunction with the case manager. These contacts will vary based on where the consumer is in their recovery process and their availability for service. Service is ongoing and fluid based on the needs of the person. Consumers can be seen multiple times per week but no less than weekly. All services should be provided in the consumer's home/community environment. The team(s) will also assist with DHH and OBH-sponsored Permanent Supportive Housing programs for those individuals being discharged from institutions.

ICM will be available 5 days a week, Monday through Friday, 8 a.m. to 8 p.m., with on call support after regular business hours (weekends, evenings, and holidays). This support will include administrative back-up on-call access. Program duration will be as long as medically necessary to achieve stated goals; or upon request for discharge by the consumer; or as agreed upon for discharge by the consumer, the contractor, and the Region/ Local Governing Entity (LGE).

A strengths-based intensive case management model will be utilized, based upon the belief that individuals possess the abilities and inner resources needed to cope effectively with the challenges of living, and that when given the correct supports and services, they can use these resources and abilities to become functioning members of their community.

The contractor will meet and maintain certification standards as outlined by the Office of Behavioral Health. Failure to maintain these standards may result in termination of the contract.

2. Programmatic Requirements

Eligibility for Service

The population to be served includes individuals 18 years of age or older, who have been diagnosed with serious and persistent mental illness and meet the following criteria:

a. Diagnosis

- i. The individual must have one of the following diagnosis:
 1. Schizophrenia
 2. Other psychotic disorder
 3. Bi-polar disorder
 4. Major depressive disorder

- ii. In addition, the individual may also have one of the following:
 - 1. Substance abuse disorder
 - 2. Developmental disability
- b. Service Need
 - i. Persistent and severe symptoms of a psychiatric disability that interferes with the ability to function in daily life; and one or more of the following:
 - 1. Currently residing in an inpatient bed but clinically assessed to be able to live in a more independent situation if intensive services were provided.
 - 2. One or more acute psychiatric hospitalizations or an emergency room visit in the last 6 months, interaction with law enforcement/ Crisis Intervention Team (CIT) in the past year for emergency services due to mental illness or substance abuse (this includes involuntary commitment).
 - 3. At imminent risk of losing supportive housing placement and/or becoming homeless.
 - ii. Must have three (3) of the following:
 - 1. Evidence of a co-existing mental illness and substance abuse disorder or mental illness and a developmental disability
 - 2. Lack of support systems
 - 3. Documented history of difficulty following through with treatment plan, resulting in psychiatric or medical instability, loss of job or inability to manage finances
 - 4. Threats of harm to self or others in the past 2 years
 - 5. History of significant positive and negative psychiatric symptoms
 - 6. Admission to state mental health hospitals totaling 60 days within the past 2 years.
 - 7. Two admissions to community inpatient psychiatric units totaling 20 or more days within the past 2 years.
 - 8. Five or more face-to-face encounters with emergency services personnel within the past 2 years.
 - 9. Three or more years in the mental health system with continuous non compliance to treatment.
 - 10. History of sporadic course of treatment as evidenced by at least three missed appointments within the past 6 months, inability to or unwillingness to maintain medication regimen or involuntary commitment to outpatient treatment.
 - 11. History of repeated homelessness with clear symptoms of an Axis I disorder.

12. Incarceration history in the past 6 months with clear symptoms of an Axis I disorder.
- iii. Functional level – consumers will have, or have had (within the past 2 years), a documentation of one of the following:
 1. Global Assessment of Functioning Scale rating of 50 or below.
 2. LOCUS Level of Care score of a 3 or higher.
- iv. Exception Criteria:
 1. The individual does not meet medical necessity criteria I or ii, but is recommended as appropriate to receive ICM services by the Contractor's Clinical Director.

Admissions and Service Review Process

- a. The ICM contractor will utilize an OBH approved Admissions and Continued Review Process.
- b. As a part of the process, OBH will identify the inpatient and community referral process.
- c. This will include documentation requirements, time frame for referrals and services initiation, level of care determination, waiting list requirements, change in level of care requests, and process for referrals to supportive housing.

The Contractor will assist with DHH and OBH sponsored PSH programs for those consumers enrolled in housing services through participation in the following activities:

- a. Pre-Tenancy Services
 - i. Make personal contact with consumer when assigned by Continuity of Care Lead to assess permanent supportive housing need and interest,
 - ii. Complete preliminary housing assessment (including getting housing history),
 - iii. Complete housing application and obtain documentation necessary for PSH eligibility as requested,
 - iv. Keep consumer updated on waiting list status,
 - v. Complete housing services and crisis plan as part of discharge plan,
 - vi. Meet with designated Tenant Service Liaison (TSL) to assure clarity on complimentary responsibilities,
 - vii. Assist consumer and TSL with housing search and housing selection.
- b. Move-In Services
 - i. Assist consumer with moving into their unit,
 - ii. Based on consumer's need, make daily contact until the tenant adjusts to new home,
 - iii. Assist consumer with setting up housekeeping and assess home management skills and needed assistance,
 - iv. Assist consumer with learning their neighborhood and access to

- neighborhood services,
- v. Assist consumer with their transportation (learning bus routes, etc),
- vi. Complete updated treatment plan and establish housing stability goals with consumer and the assigned tenant services liaison [Local Lead Agency (LLA)].
- c. Stabilization (post tenancy) Services
 - i. Make routine in home visits and complete monthly housing checklist,
 - ii. Assist consumer with meeting lease obligations including paying rent and confirming that consumer and visitors do not engage in behavior that constitutes a lease violation,
 - iii. Assist consumer with any outstanding benefit issues,
 - iv. Assist consumer with notifying TSL of any potential landlord violations including reporting any health or safety concerns,
 - v. If consumer is unable to sustain their housing, assist the consumer and TSL with alternative housing search and selection.

The following components will be a primary focus of the intensive case management service:

- a. Symptom relief/management
- b. Skill development to support life goals
- c. Assurance of personal safety
- d. Options and access to services
- e. Self-development
- f. Meeting basic survival needs
- g. Wellness and prevention related to physical and behavioral health care
- h. Coordination of care with community stakeholders
- i. Housing resources/liaison outreach
- j. Medication education and self management
- k. Support system networking; along with family services
- l. Community integration; transportation, food banks, community centers
- m. Employment support
- n. Navigating the systems; Social Security Income (SSI), Social Security Disability Income (SSDI), Mental Health Services; including eligibility verification (Medicaid, DMCR, private insurance, uninsured) and assist with Medicaid and Medicare applications
- o. Coordinate with PAP enrollment, screening and continued usage

The following components should be provided through the utilization of the following service delivery steps:

- a. Engagement and relationship – the purpose is for the ICM team to begin a collaborative helping partnership with the consumer during initial meetings. This must be based on mutual respect, focusing on the strengths, abilities and needs of the consumers.
- b. Strengths assessment – case managers will gather information regarding life

- domains which are directly related to living successfully in the community. These domains include: physical and mental wellbeing (including evaluation of co-occurring disorders such as substance abuse or developmental disability), life skills, spiritual life, working and learning, leisure and recreation, housing and relationships.
- c. Personal planning – the consumer and case manager will create a mutually agreed upon plan that establishes long and short term goals and objectives, tasks, target dates and responsibilities. The strengths assessment will provide information and guidance for this plan development. Plans will be reviewed monthly and revised as needed.
 - d. Resource acquisition – this function is to assist the consumer in acquiring items which are necessary to the consumer in achieving their goals as well as supporting individual recovery. The focus will be on community integration and building natural supports. Case managers will also assist with functions such as coordinating access to eligible benefits (such as SSI, SSDI, food stamps, etc), medical and psychiatric services, housing, resource development and advocacy.
 - e. Continuous collaboration and graduated disengagement – in this process case managers will help consumers achieve important life goals while gradually disengaging as the consumer becomes more self reliant and utilize natural community supports in their community.

3. Operations Requirements:

Administrative components required for the ICM program include:

- a. Contractor's budget shall include (at a minimum) funds for the following:
 - Staff salaries & fringe benefits
 - Rent, utilities, and maintenance for facilities
 - Telephone and communications equipment
 - Office supplies and equipment
 - Travel and transportation costs
 - Consumer services money (to be used in case of an emergency and as a last resort) shall not exceed \$50/consumer in a fiscal year without prior approval of the Region/LGE.
 - Professional insurance
 - Staff education and training
- b. In the event that a contractor is selected with out of state administrative offices, a formal organizational plan will be outlined, whereby a system of technical assistance, supervision and general oversight will be provided. The organizational plan must be submitted to OBH for approval.

The contractor will adhere to certification standards as outlined by the Office of

Behavioral Health. Certification standards can be found at the following web address: <http://www.dhh.louisiana.gov/publications.asp?ID=1+CID=25>

c.

- d. A formal plan for communication and collaboration between the team and other service providers in the community will also be developed. This plan will be submitted to OBH for approval.
- e. The program offices will be centrally located and easily accessible by consumers via public transportation, in the event meetings need to be held there. The offices themselves will have team rooms to accommodate meetings and a records room. The records room should be provided the appropriate security mechanisms.
- f. A 24 hour access system for consumers shall be provided, whereby they can connect with staff in case of an emergency.

4. Staffing Requirements/Qualifications:

Staffing of the program should be maintained at no more than a 1:20 staff to consumer ratio. Each team in Regions 4, 5, 7, and 8 will serve approximately 200 people. The team in SCLHSA will serve approximately 400 people. The staffing breakdown of this service follows:

- a. Supervisor (1.0 FTE) – A full time licensed masters level behavioral health professional with at least 6 years experience working with individuals who have been diagnosed with a serious and persistent mental illness; including 3 years supervisory experience. Higher educational levels will also be considered.
- b. Case Manager (10 - 20 FTE, depending on the numbers anticipated being served in each Region) – full time bachelor level human service professionals with at least 1-3 years experience working with individuals who have been diagnosed with a serious and persistent mental illness. Each case manager will have a caseload of 20 - 25 individuals depending on complexity of need. Higher educational levels will also be considered.

OBH encourages the hiring of staff that has previous experience providing such services; or knowledge of the model and the intricacies of the provision of the service.

The Contractor must notify OBH within 2 business days of staff vacating a position. Replacement of key personnel must be approved by OBH.

Contractor will train all personnel in the principles and service delivery techniques associated with the recovery philosophy and belief that individuals can and do recover from the effects of the mental illness and/or co-occurring addictive disorder, and that individuals can take ownership for their own recovery plan.

Within 30 days of employment, contractor will provide staff (at a minimum) the following orientation and training:

- a. HIPAA Privacy and Security, including HITECH rules
- b. Crisis assessment and interventions such as CPSI or CPI
- c. Addictive disorders including co-morbid compulsive gambling
- d. Co-occurring disorders
- e. Trauma informed care
- f. Motivational interviewing
- g. Cultural competency
- h. Psychotropic medication and drug interactions
- i. Community housing and choice
- j. Record keeping requirements
- k. Supports and interventions for persons with co-occurring mental illness and development disabilities and/or addictions
- l. Case management model
- m. Suicide intervention
- n. Crisis management
- o. Accessing community resources
- p. Safety standards for working in the community
- q. Psychosocial rehabilitation
- r. Identifying addictions
- s. Multicultural sensitivity
- t. Family dynamics
- u. Psychiatric symptomology

Annually, the contractor will provide staff training in the following areas:

- a. Working with persons with co-occurring mental illness and developmental disabilities and/or addictions and their families
- b. Crisis prevention and early intervention planning
- c. Team building and team effectiveness
- d. Stress management
- e. Harm reduction techniques
- f. LOCUS evaluation instrument
- g. OBHHS web-based reporting system

5. Record Keeping Requirements:

- a. The contractor through its teams will be responsible for maintaining a medical record on each consumer and safeguarding the medical record and its contents against loss, tampering, and unauthorized use. The medical record documents information about a consumer's mental illness; rehabilitation; assessment results; treatment plans; and treatment, rehabilitation, and support services received. The records must be comprehensive, up to date,

and provide evidence of the provision of high quality, comprehensive, person centered treatment, according to the treatment plan goals.

- b. At a minimum, each record will contain the following components:
 - i. Referral packet
 - ii. Face sheet
 - iii. LOCUS Score (admit and every 6 months thereafter, as well as discharge)
 - iv. Problem list
 - v. Chronological list of consumer's medications
 - vi. Treatment plans and treatment plan review
 - vii. Progress notes
 - viii. Initial assessment
 - ix. Psychiatric history and comprehensive assessment
 - x. Consultation sheets
 - xi. Referral information and correspondence
 - xii. Court orders/legal history
- c. Additionally, the Contractor will develop and maintain policy and procedure manuals to:
 - i. Ensure standardization
 - ii. Set expectations for employees
 - iii. Respect and protect consumer rights
 - iv. Outline ethical standards for the program
- d. The Contractor will also develop and have available an All Hazards Response Plan for each individual served which shall include at a minimum:
 - i. Demonstrated capacity to transport and evacuate in preparation for or in response to an emergency
 - ii. Schedule for and documentation of emergency drills with consumer and staff
 - iii. Annual submission of approval by DHH-OBH of the All Hazards Response Plan

6. Reporting Requirements:

A data report will be collected and submitted on a monthly basis. The following information shall be submitted:

- a. Total active caseload by stage of engagement which will include explanations provided for each of the consumers who are not listed as voluntary participants.
 - i. Voluntary participant
 - ii. Ambivalent to services signed consent
 - iii. Ambivalent to services did not sign consent
 - iv. Unable to locate

- v. Refuse treatment
- b. The number and percentage of consumers for whom the following items have occurred during the month being reported:
 - i. Consumers hospitalized
 - ii. Consumers who remained in their housing a minimum of seven months
 - iii. Consumers who have a documented increase in independent living skills
 - iv. Consumers who have income from employment
 - v. Consumers who are involved in substantial volunteer work, educational activities, barter work, or paid work
 - vi. Consumers who are participating in at least one leisure activity alone, or with natural supports
 - vii. Consumers who are having a minimum of 2 face to face contacts per month with natural supports
- c. The ICM program should be able to demonstrate via data collection and quarterly reporting:
 - i. A reduction in the number of emergency department (ED) presentations and inpatient hospitalizations as a result of a psychiatric emergency
 - ii. An increase in the number of individuals who are able to locate safe and affordable housing
 - iii. An increase in the length of time an individual is able to maintain housing arrangements
 - iv. An increase in the skill acquisition level of consumers
 - v. An increase in the number of individuals engaged in meaningful day activities
 - vi. A reduction in the number of calls to service by the mobile crisis transport
 - vii. Increase in the number of those obtaining benefits
 - viii. Consumer satisfaction surveys

7. Transition Plan

The Contractor will develop and describe in detail a transition plan for its operations and participants in the event that services are turned over to another contractor. This plan, with timelines, must be submitted to OBH for approval within 30 days of the start date of operations, and will ensure that the transition is smooth, with no lapse in service delivery or quality of care.

C. Liquidated Damages

1. In the event the Contractor fails to meet the performance standards specified within the contract, the liquidated damages defined below may be assessed. If assessed, the liquidated damages will be used to reduce the Department's payments to the Contractor or if the liquidated damages exceed amounts due

from the Department, the Contractor will be required to make cash payments for the amount in excess.

- a. Failure to fill vacant contractually required key staff positions within 90 days - \$500 per working day from 91st day of vacancy until filled with an employee approved by the Department.
 - b. Failure to maintain all consumer files and perform all file updates according to the requirements in the contract, as evidenced in consumer files when reviewed during monitoring site visit - \$100 per consumer.
 - c. Failure to maintain all employee files and complete all required training according to the requirements in the contract, as evidenced in employee files and/or training records when reviewed during monitoring site visit - \$100 per employee.
 - d. Late submission of invoices beginning 10 business days after the stated due date - \$50 per working day per invoice.
 - e. Failure to comply with certification standards as outlined by OBH may result in the termination of the contract.
 - f. Failure to utilize OBH approved transition plan in the event of transfer - \$100 each client.
2. The decision to impose liquidated damages may include consideration of some or all of the following factors:
 - a. The duration of the violation;
 - b. Whether the violation (or one that is substantially similar) has previously occurred;
 - c. The Contractor's history of compliance;
 - d. The severity of the violation and whether it imposes an immediate threat to the health or safety of the consumers;
 - e. The "good faith" exercised by the Contractor in attempting to stay in compliance.

D. Fraud and Abuse

1. The Contractor shall have internal controls and policies and procedures in place that are designed to prevent, detect, and report known or suspected fraud and abuse activities.
2. Such policies and procedures must be in accordance with state and federal regulations. Contractor shall have adequate staffing and resources to investigate unusual incidents and develop and implement corrective action plans to assist the Contractor in preventing and detecting potential fraud and abuse activities.

E. Technical Requirements

Contractor will comply with all data systems required and provided by OBH. As such, the Contractor must maintain hardware and software compatible with current DHH requirements which are as follows:

- IBM compatible PC,
- Pentium 4, Celeron or equivalent processor (or compatible successors),
- 2 Gig of RAM memory,
- Enough spare USB ports to accommodate thumb drives, etc.
- 10 Gig free hard drive space (suggest 80 Gig hard drive for the system);
- Ethernet LAN interface for laptop and desktop PCs
- Color monitor;
- Printer compatible with hardware and software required;
- High speed internet with email;
- CD ROM;
- Windows XP, SP3 or later version of operating system (minimum);
- Windows Internet Explorer 7.0 (or later)
- Microsoft Office 2003 or later;
- Appropriate firewalls for internet security.
- Compliant with industry-standard physical and procedural safeguards for confidential information (NIST 800-53A, ISO 17788, etc.).

F. Subcontracting

The contractor shall not contract with any other party for furnishing any of the work and professional services required by the contract without the express prior written approval of the Department. The contractor shall not substitute any subcontractor without the prior written approval of the Department. For subcontractor(s), before commencing work, the contractor will provide letters of agreement, contracts or other forms of commitment which demonstrates that all requirements pertaining to the contractor will be satisfied by all subcontractors through the following:

1. The subcontractor(s) will provide a written commitment to accept all contract provisions.
2. The subcontractor(s) will provide a written commitment to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract.

G. Insurance Requirements

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Worker's Compensation coverage only.

1. Contractor's Insurance

The Contractor shall not commence work under this contract until it has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company shall be filed with the Department for approval. The Contractor shall not allow any subcontractor to commence work on subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the Department before work is commenced. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days notice in advance to the Department and consented to by the Department in writing and the policies shall so provide.

2. Compensation Insurance

Before any work is commenced, the Contractor shall obtain and maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed to provide services under the contract. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

3. Commercial General Liability Insurance

The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect Contractor, the Department, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by the Contractor or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the Department. Such insurance shall name the Department as additional insured for claims arising from or as the result of the operations of the Contractor or its subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

4. Insurance Covering Special Hazards

Special hazards as determined by the Department shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein

elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

5. Licensed and Non-Licensed Motor Vehicles

The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed thereunder, unless such coverage is included in insurance elsewhere specified.

6. Subcontractor's Insurance

The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

H. Resources Available to Contractor

The Department of Health and Hospitals, Office of Behavioral Health, will have an assigned staff member who will be responsible for primary oversight of the contract. This individual will schedule meetings to discuss progress of activities and problems identified.

I. Contact Personnel:

All work will be performed under the direct supervision of:

Ann Darling, or, her successor.
Project Director
Office of Behavioral Health, Adult Best Practices
Department of Health and Hospitals
628 North 4th St.
Baton Rouge, LA 70802
Telephone Number: (225) 342-2563
Facsimile Number: (225) 342-9257
Email: ann.darling@la.gov

J. Term of Contract

The contract shall commence on or near the date approximated in the Schedule of Events. The term of the contract is for a period of 36 months, with a possible 24

month renewal. Contracts exceeding 36 months must be approved by the Joint Legislative Committee on the Budget (JLCB), or as authorized by applicable law. The continuation of the contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

K. Payment

The contractor shall submit deliverables in accordance with established timelines and shall submit itemized invoices monthly or as defined in the contract terms. Payment of invoices is subject to approval of Ann Darling, Department of Health and Hospitals, Office of Behavioral Health; or her successor.

III. PROPOSALS

A. General Information

This section outlines the provisions which govern determination of compliance of each Proposer's response to the RFP. The Department shall determine, at its sole discretion, whether or not the requirements have been reasonably met. Omissions of required information shall be grounds for rejection of the proposal by the Department.

B. Contact After Solicitation Deadline

After the date for receipt of proposals, no proposer-initiated contact relative to the solicitation will be allowed between the proposers and DHH until an award is made.

C. Rejection and Cancellation

Issuance of this solicitation does not constitute a commitment by DHH to award a contract or contracts. The Department reserves the right to reject all proposals received in response to this solicitation.

In accordance with the provisions of R.S. 39:2182, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

D. Award Without Discussion

The Secretary of DHH reserves the right to make an award without presentations by proposers or further discussion of proposals received.

E. Assignments

Any assignment, pledge, joint venture, hypothecation of right or responsibility to any person, firm or corporation should be fully explained and detailed in the proposal. Information as to the experience and qualifications of proposed subcontractors or joint ventures should be included in the proposal. In addition, written commitments from any subcontractors or joint ventures should be included as part of the proposal.

F. Proposal Cost

The proposer assumes sole responsibility for any and all costs associated with the preparation and reproduction of any proposal submitted in response to this RFP, and shall not include this cost or any portion thereof in the proposed contract price

G. Ownership of Proposal

All proposals become the property of the Department and will not be returned to the proposer. The Department retains the right to use any and all ideas or adaptations of ideas contained in any proposal received in response to this solicitation. Selection or rejection of the offer will not affect this right. Once a contract is awarded, all proposals will become subject to the Louisiana Public Records Act.

H. Procurement Library/Resources Available To Proposer

Relevant material related to this RFP will be posted as the following web address:
<http://www.dhh.louisiana.gov/publications.asp?ID=1+CID=25>

I. Proposal Submission

1. All proposals must be received by the due date and time indicated on the Schedule of Events. Proposals received after the due date and time will not be considered. It is the sole responsibility of each proposer to assure that its proposal is delivered at the specified location prior to the deadline. Proposals which, for any reason, are not so delivered will not be considered.
2. Proposer shall submit one (1) original hard copy and should submit one electronic copy and ten hard copies of each proposal. **Separate proposals are required for each Region/LGE where services are proposed.** No facsimile or emailed proposals will be accepted. The cost proposal and financial statements should be submitted separately from the technical proposal; however, for mailing purposes, all packages may be shipped in one container.
3. Proposals must be submitted via mail, courier or hand delivered to:

If courier mail or hand delivered:
Mary Gonzalez
Department of Health and Hospitals

Division of Contracts and Procurement Support
628 N. 4th Street, 5th Floor
Baton Rouge, LA 70802

If delivered via US Mail:
Mary Gonzalez
Department of Health and Hospitals
Division of Contracts and Procurement Support
P.O. Box 1526
Baton Rouge, LA 70821-1526

J. Proprietary and/or Confidential Information

1. The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The cost proposal will not be considered confidential under any circumstances. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.
2. For the purposes of this RFP, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this RFP shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information submitted in conjunction with this RFP may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.
3. The proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:

"The data contained in pages _____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana's right to use or disclose data obtained from any source, including the proposer, without restrictions."

4. Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".
5. Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, DHH will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must take legal action as necessary to restrain DHH from releasing information DHH believes to be public record.
6. **If the proposal contains confidential information, a redacted copy of the proposal must be submitted.** If a redacted copy is not submitted, DHH may consider the entire proposal to be public record. When submitting the redacted copy, it should be clearly marked on the cover as - "REDACTED COPY". The redacted copy should also state which sections or information has been removed."
7. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

K. Proposal Format

1. An item-by-item response to the Request for Proposals is requested.
2. There is no intent to limit the content of the proposals, and proposers may include any additional information deemed pertinent. Emphasis should be on simple, straightforward and concise statements of the proposer's ability to satisfy the requirements of the RFP.

L. Requested Proposal Outline

- Introduction/Administrative Data
- Work Plan/Project Execution
- Relevant Corporate Experience
- Personnel Qualifications
- Additional Information
- Corporate Financial Condition
- Cost and Pricing Analysis

M. Proposal Content

1. Proposals should include information that will assist the Department in determining the level of quality and timeliness that may be expected. The agency shall determine, at its sole discretion, whether or not the RFP provisions have been reasonably met. The proposal should describe the background and capabilities of the proposer, give details on how the services will be provided, and shall include a breakdown of proposed costs. It should also include information that will assist the Department in determining the level of quality and timeliness that may be expected. Work samples may be included as part of the proposal.
2. Proposals describe the proposer's ability to, and plan for, assuming complete responsibility for timely performance of all contractual responsibilities in accordance with federal and state laws, regulations, policies, and procedures.
3. Proposals should define proposer's functional approach in providing services and identify the tasks necessary to meet the RFP requirements of the provision of Intensive Case Management services, as they are outlined in Section II.

4. Introduction/Administrative Data

- a. The introductory section should contain summary information about the proposer's organization. This section should describe proposer's knowledge and understanding of the needs and objectives of the Office of Behavioral Health, as well as the overall service delivery system – both private and public – in the Region/LGE in which services are being provided. Conveyance of this understanding should specifically include an understanding of the role of the ICM services and the contractor in the overall system of care. It should further cite its ability to satisfy provisions of the Request for Proposal. This section should also include discussion on the proposer's organizational belief in concepts related to recovery from mental illness and how that translates into their ability to provide individualized, person-centered treatment in a manner consistent with fidelity to the ICM model as outlined within the RFP.
- b. This introductory section should also include a description of how the organizational components communicate and work together in both an administrative and functional capacity from the top down; both within the ICM program and the community based system of care. This section should contain a brief summary describing the Proposer's management philosophy, including but not limited to, the role of Quality Control, Professional Practices, Supervision, Distribution of Work and Communication Systems. This section should include an organizational chart displaying the proposer's overall structure.

- c. This section should also include the following information:
 - i. Location of Active Office with Full Time Personnel, include all office locations (address) with full time personnel.
 - ii. Name and address of principal officer;
 - iii. Name and address for purpose of issuing checks and/or drafts;
 - iv. For corporations, a statement listing name(s) and address(es) of principal owners who hold five percent interest or more in the corporation.
 - v. If out-of-state Proposer, give name and address of local representative; if none, so state;
 - vi. If any of the Proposer's personnel named is a current or former Louisiana state employee, indicate the Agency where employed, position, title, termination date, and social security number;
 - vii. If the proposer was engaged by DHH within the past twenty-four (24) months, indicate the contract number and/or any other information available to identify the engagement; if not, so state; and
 - viii. Proposer's state and federal tax identification numbers.
- d. **The following information must be included in the proposal:**
 - i. **Certification Statement: The proposer must sign and submit the attached Certification Statement (See Attachment I).**
 - ii. **Proposer shall guarantee that there will be no conflict or violation of the Ethics Code if it is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.**
 - iii. **Proposer shall guarantee that the entire proposal will be valid for a period of 120 days after the submission date**
 - iv. **Proposer shall guarantee that the proposal submitted shall become a contractual obligation and valid if a contract is awarded.**

5. Work Plan/Project Execution

The Proposer should articulate an understanding of and ability to effectively implement ICM as outlined within Section II of the RFP. In this section the proposer should describe its plan to achieve each objective of the project as outlined, including a project work plan and schedule for implementation. In particular, the proposer should:

- a. Provide a written explanation of the organizational structures of both the teams and program administration, and how those structures will support service implementation and consumer care. Individual components should include plans for supervision, training, technical assistance, as well as inter-team/community collaboration as appropriate.
- b. Describe the organization's ability to hire staff with the necessary experience and skill set that will enable them to effectively meet the needs of consumers

served.

- c. Provide a strategic overview including all elements to be provided in Intensive Case Management services.
- d. Demonstrate an understanding of, and ability to implement, the various types of organizational strategies to be integrated within the day to day operations of each team, which are critical in organizing their functioning and maximizing productivity.
- e. Describe knowledge of consumer population, their needs & effective intervention strategies, using examples from prior experience working with the population; also included in this segment is the ability to provide services which are sensitive to the specific cultural needs of the consumer.
- f. Describe an understanding of community dynamic as it relates to effective service delivery and consumer care.
- g. Describe the organization's experience in organizing staffing patterns and training to ensure staff meets the needs of the consumers and consistently implements services with fidelity to the model. This includes, but is not limited to, split shifts and an after-hours contact system for immediate response to crises.
- h. Describe plan for project oversight and management of the teams.
- i. Articulate the need for, and the ability to implement, a plan for continuous quality improvement; this includes (but is not limited to) reviewing the quality of services provided, staff productivity, consumer outcomes and consumer satisfaction. Describe experience with similar QA processes, program implementation efforts, etc., and relate to this project specifically.
- j. Demonstrate an understanding of & ability to implement data collection strategies tracking consumer outcomes; and to demonstrate how it will be able to comply with all data systems required by OBH. Use examples from prior experience to tie to this project.
- k. Describe experience with, and the ability to provide assistance with housing utilizing a housing first method of placement.
- l. Provide a logic model, including tasks, timelines, persons responsible as well as outcomes necessary in order to complete all tasks and phases of the project in a timely manner, as outlined within Section II.

- m. Describe the ability to develop and implement an All Hazards Response plan in the event of an emergency event.
- n. Refer to specific documents and reports that can be produced as a result of completing tasks, to achieve the previously mentioned deliverables/outcomes.
- o. Describe experience with, or the ability to comply with, Medicaid standards when appropriate (if becomes a Medicaid reimbursable service).
- p. Identify all assumptions or constraints on tasks as outlined within logic model requested in item "l".
- q. Discuss what flexibility exists within the work plan to address unanticipated problems which might develop during the contract period.
- r. If the proposer intends to subcontract for portions of the work, the proposer should include specific designations of the tasks to be performed by the subcontractor.
- s. Document procedures to protect the confidentiality of records in DHH databases, including records in databases that may be transmitted electronically via e-mail or the Internet. Provide examples or copies of forms intended to protect consumer rights and confidentiality.

6. Relevant Corporate Experience

- a. The proposal should indicate the firm has a record of prior successful experience in the design and implementation of the services sought through this RFP. Proposers should include description of statements specifying the extent of responsibility on prior projects and a description of the projects scope and similarity to the projects outlined in this RFP. All experience under this section should be in sufficient detail to allow an adequate evaluation by the Department. In particular, the proposer should demonstrate experience with the implementation of ICM programs, providing community based mental health services to individuals with severe mental illness. The proposer should have, within the last 24 months completed a similar type project. Proposers should give at least two customer references for projects completed in at least the last 24 months. References should include the name and telephone number of each contact person.
- b. In this section, a statement of the proposer's involvement in litigation that could affect this work should be included. If no such litigation exists, proposer should so state.

7. Personnel Qualifications

- a. The purpose of this section is to evaluate the relevant experience, resources, and qualifications of the proposed staff to be assigned to this project. The experience of proposer's personnel in implementing similar services to those to be provided under this RFP will be evaluated. The adequacy of personnel for the proposed project team will be evaluated on the basis of project tasks assigned, allocation of staff, professional skill mix, and level of involvement of personnel.
- b. Proposers should state job responsibilities, workload and lines of supervision. An organizational chart identifying individuals and their job titles and major job duties should be included. The organizational chart should show lines of responsibility and authority.
- c. Job descriptions, including the percentage of time allocated to the project and the number of personnel should be included and should indicate minimum education, training, experience, special skills and other qualifications for each staff position as well as specific job duties identified in the proposal. Job descriptions should indicate if the position will be filled by a sub-contractor.
- d. Key personnel and the percentage of time directly assigned to the project should be identified.
- e. Résumés of all known personnel should be included. Resumes of proposed personnel should include, but not be limited to:
 - Experience with proposer,
 - Previous experience in projects of similar scope and size.
 - Where personnel have previously worked as members on ICM teams, résumé data should include responsibility and position within the team.
 - Educational background, certifications, licenses, special skills, etc.
- f. If subcontractor personnel will be used, the proposer should clearly identify these persons, if known, and provide the same information requested for the proposer's personnel.

8. Additional Information

As an appendix to its proposal, proposers should provide copies of policies and procedures manuals, inclusive of organizational standards, employee expectations, consumer rights, and ethical standards. This appendix should also include a copy of proposer's All Hazards Response Plan.

9. Corporate Financial Condition

- a. The organization's financial solvency will be evaluated. The proposer's ability to demonstrate adequate financial resources for performance of the contract

or the ability to obtain such resources as required during performance under this contract will be given special emphasis.

- b. Proposal should include for each of the last three (3) years, copies of financial statements, preferably audited, including at least a balance sheet and profit and loss statement, or other appropriate documentation which would demonstrate to the Department the proposer's financial resources sufficient to conduct the project.

10. Cost and Pricing Analysis

- a. Proposer shall specify costs for performance of tasks. Proposal shall include all anticipated costs of successful implementation of all deliverables outlined. An item by item breakdown of costs shall be included in the proposal.
- b. The services provided will be paid through cost-reimbursement. Proposer shall submit a detailed budget **with each proposal**. The itemized cost breakdown should include, at the minimum, the cost for the following:
 - i. Staff salaries and fringe benefits
 - ii. Rent, utilities and maintenance for facilities
 - iii. Telephone and communications equipment
 - iv. Office supplies and equipment
 - v. Travel and transportation costs
 - vi. Professional insurance
 - vii. Participants services money (to be used in case of emergency and as a last resort, shall not exceed \$50/consumer in a fiscal year)
 - viii. Staff education and training
 - ix. Other direct costs
 - x. Other indirect costs

N. Evaluation Criteria

The following criteria will be used to evaluate proposals:

- 1. Evaluations will be conducted by a Proposal Review Committee.
- 2. Evaluations of the financial statements will be conducted by a member of the DHH Fiscal Division.
- 3. Scoring will be based on a possible total of 100 for each proposal; the proposal with the highest total score in each Region/LGE will be recommended for award.
- 4. Cost Evaluation:
 - a. The proposer with the lowest total cost shall receive 20 points. Other proposers shall receive points for cost based upon the following formula:

$$\text{CPS} = (\text{LPC}/\text{PC}) * 20$$

CPS = Cost Proposal Score

LPC = Lowest Proposal Cost of all Proposers

PC = Individual Proposal Cost

- b. The assignment of the 20 points based on the above formula will be calculated by a member of the DHH Contracts Office staff.
- c. Additionally, a maximum of 5 points may be awarded for the cost criteria based on evaluation of reasonableness of cost based on economies of scale, adequate budget detail, and justification that all cost is consistent with the purpose, objectives, and deliverables of the RFP.
- d. The DHH Deputy Undersecretary may provide assistance with the evaluation of the additional 5 points.

5. Evaluation Criteria

The criteria and assigned weights are:

Evaluation Criteria	Point Total
Introduction/Understanding of Scope of Work	5
Work Plan	25
Corporate Experience	20
Qualifications of Personnel	20
Financial Condition	5
Cost	25
Total	100

O. Announcement of Award

The Department will award a contract to the proposer with the highest graded proposal and deemed to be in the best interest of the Department, for each of the Regions/LGEs for which services are being sought. All proposers will be notified of the contract award. The Department will notify the successful proposer in each Region/LGE and proceed to negotiate contract terms.

IV.CONTRACTUAL INFORMATION

- A. The contract between DHH and the Contractor shall include the standard DHH contract form (CF-1/attached) including a negotiated scope of work, the RFP and its amendments and addenda, and the Contractor's proposal. The attached CF-1 contains basic information and general terms and conditions of the contract to be awarded.
- B. Mutual Obligations and Responsibilities: The state requires that the mutual obligations and responsibilities of DHH and the successful proposer be recorded in a written contract. While final wording will be resolved at contract time, the intent of the provisions will not be altered and will include all provisions as specified in the attached CF-1.
- C. Performance Bond-For all contractors (for profit or not for profit) awarded contracts through the RFP; the Department shall require the contractor, within 10 days of signing the contract, to procure, submit, and maintain a Performance Bond in the amount of 10% of the annual contract amount, or in lieu of a Performance Bond, the Contractor may submit an irrevocable letter of credit for 10% of the annual contract amount. The letter of credit must provide that the Department can access the credit upon breach of contract by the contractor.
OR
Retainage-As an alternative to a performance bond or letter of credit requirement above, the Department, at the request of the contractor and acceptance by the Department, may secure a retainage of 10% from all billings under the contract as surety for performance. On successful completion of contract deliverables, the retainage amount may be released on an annual basis.
- D. In addition, to terms of the CF-1 and supplements, the following will be incorporated into each of the contracts awarded through this RFP:
 - 1. Personnel Assignments: The Contractor's key personnel assigned to this contract may not be replaced without the written consent of the Department. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. Key personnel for these purposes will be determined during contract negotiation.
 - 2. Force Majeure: The contractor and the Department are excused from performance under contract for any period they may be prevented from performance by an Act of God, strike, war, civil disturbance, epidemic or court order.
 - 3. Order of Precedence: The contract shall, to the extent possible, be construed to give effect to all provisions contained therein; however, where provisions conflict,

the intent of the parties shall be determined by giving a first priority to provisions of the contract excluding the RFP and the proposal; second priority to the provisions of the RFP; and third priority to the provisions of the proposal.

4. Entire Agreement: This contract, together with the RFP and addenda issued thereto by the Department, the proposal submitted by the contractor in response to the Department's RFP, and any exhibits specifically incorporated herein by reference constitute the entire agreement between the parties with respect to the subject matter.
5. Board Resolution/Signature Authority: The contractor, if a corporation, shall secure and attach to the contract a formal Board Resolution indicating the signatory to the contract is a corporate representative and authorized to sign said contract.
6. Warranty to Comply with State and Federal Regulations: The contractor shall warrant that it shall comply with all state and federal regulations as they exist at the time of the contract or as subsequently amended.
7. Warranty of Removal of Conflict of Interest: The contractor shall warrant that it, its officers, and employees have no interest and shall not acquire any interest, direct or indirect, which conflicts in any manner or degree with the performance of services hereunder. The contractor shall periodically inquire of its officers and employees concerning such conflicts, and shall inform the Department promptly of any potential conflict. The contractor shall warrant that it shall remove any conflict of interest prior to signing the contract.
8. If the contractor is a corporation, the following requirement must be met prior to execution of the contract:
 - a. If a for-profit corporation whose stock is not publicly traded-the contractor must file a Disclosure of Ownership form with the Louisiana Secretary of State.
 - b. If the contractor is a corporation not incorporated under the laws of the State of Louisiana-the contractor must obtain a Certificate of Authority pursuant to R.S. 12:301-302 from the Louisiana Secretary of State.
 - c. The contractor must provide written assurance to the agency from contractor's legal counsel that the contractor is not prohibited by its articles of incorporation, bylaws or the laws under which it is incorporated from performing the services required under the contract.

Attachments:

- I. Certification Statement
- II. DHH Standard Contract Form (CF-1)
- III. HIPAA

IV. Sample Cost Breakdown Template

Certification Statement**ATTACHMENT I**

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. The Department requests that the proposer designate one person to receive all documents. Identify the Contact name and fill in the information below:

Date	
Official Contact Name	
Email Address	
Fax Number with Area Code	
Telephone Number	
Street Address	
City, State, and Zip	

Proposer certifies that the above information is true and grants permission to the Department to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, proposer certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer accepts the procedures, evaluation criteria, contract terms and conditions, and all other administrative requirements set forth in this RFP.
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least 120 days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have ____ business days from the date of delivery of initial contract in which to complete contract negotiations, if any, and execute the final contract document. The Department has the option to waive this deadline if actions or inactions by the Department cause the delay.
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at www.epls.gov)

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Attachment II

**CONTRACT BETWEEN STATE OF LOUISIANA
DEPARTMENT OF HEALTH AND HOSPITALS**

AND

FOR

☐ Personal Services ☐ Professional Services ☐ Consulting Services ☐ Social Services

1) Contractor (Legal Name if Corporation)		5) Federal Employer Tax ID# or Social Security # (11 digits)	
2) Street Address		6) Parish(es) Served	
City and State	Zip Code	7) License or Certification #	
3) Telephone Number		8) Contractor Status	
4) Mailing Address (if different)		Subrecipient: <input type="checkbox"/> Yes <input type="checkbox"/> No	
		Corporation: <input type="checkbox"/> Yes <input type="checkbox"/> No	
		For Profit: <input type="checkbox"/> Yes <input type="checkbox"/> No	
		Publicly Traded: <input type="checkbox"/> Yes <input type="checkbox"/> No	
City and State	Zip Code	8a) CFDA#(Federal Grant #)	

9) **Brief Description Of Services To Be Provided:**

Include description of work to be performed and objectives to be met; description of reports or other deliverables and dates to be received (when applicable). In a consulting service, a resume of key contract personnel performing duties under the terms of the contract and amount of effort each will provide under terms of contract should be attached.

10) Effective Date	11) Termination Date
---------------------------	-----------------------------

12) This contract may be terminated by either party upon giving thirty (30) days advance written notice to the other party with or without cause but in no case shall continue beyond the specified termination date.

13) **Maximum Contract Amount**14) **Terms of Payment**

If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows: (stipulate rate or standard of payment, billing intervals, invoicing provisions, etc.). Contractor obligated to submit final invoices to Agency within fifteen (15) days after termination of contract.

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:	Name	
	Title	Phone Number

15) **Special or Additional Provisions which are incorporated herein, if any (IF NECESSARY, ATTACH SEPARATE SHEET AND REFERENCE):**

During the performance of this agreement, the Contractor hereby agrees to the following terms and conditions:

1. Contractor hereby agrees to adhere as applicable to the mandates dictated by Titles VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990 as amended; the Rehabilitation Act of 1973 as amended; Sec. 202 of Executive Order 11246 as amended, and all applicable requirements imposed by or pursuant to the regulations of the U. S. Department of Health and Human Services. Contractor agrees not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, political beliefs, disabled veteran, veteran status, or any other non-merit factor.
2. Contractor shall abide by the laws and regulations concerning confidentiality which safeguard information and the patient/client confidentiality. Information obtained shall not be used in any manner except as necessary for the proper discharge of Contractor's obligations. (The Contractor shall establish, subject to review and approval of the Department, confidentiality rules and facility access procedures.)
3. The State Legislative Auditor, Office of the Governor, Division of Administration, and Department Auditors or those designated by the Department shall have the option of auditing all accounts pertaining to this contract during the contract and for a three year period following final payment. Contractor grants to the State of Louisiana, through the Office of the Legislative Auditor, Department of Health and Hospitals, and Inspector General's Office, Federal Government and/or other such officially designated body the right to inspect and review all books and records pertaining to services rendered under this contract, and further agrees to guidelines for fiscal administration as may be promulgated by the Department. Records will be made available during normal working hours.

Contractor shall comply with federal and state laws and/or DHH Policy requiring an audit of the Contractor's operation as a whole or of specific program activities. Audit reports shall be sent within thirty (30) days after the completion of the audit, but no later than six (6) months after the end of the audit period. If an audit is performed within the contract period, for any period, four (4) copies of the audit report shall be sent to the Department of Health and Hospitals, Attention: **Division of Fiscal Management, P.O. Box 91117, Baton Rouge, LA 70821-3797** and one (1) copy of the audit shall be sent to the **originating DHH Office**.

4. Contractor agrees to retain all books, records and other documents relevant to the contract and funds expended thereunder for at least four (4) years after final payment or as prescribed in 45 CFR 74:53 (b) whichever is longer. Contractor shall make available to the Department such records within thirty (30) days of the Department's written request and shall deliver such records to the Department's central office in Baton Rouge, Louisiana, all without expense to the Department. Contractor shall allow the Department to inspect, audit or copy records at the contractor's site, without expense to the Department.
5. Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without written consent of the Department thereto, provided, however, that claims for money due or to become due to Contractor from the Department under this contract may be assigned to a bank, trust company or other financial institution without advanced approval. Notice of any such assignment or transfer shall be promptly furnished to the Department and the Division of Administration, Office of Contractual Review.
6. Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be Contractor's. The contractor assumes responsibility for its personnel providing services hereunder and shall make all deductions for withholding taxes, and contributions for unemployment compensation funds, and shall maintain, at Contractor's expense, all necessary insurance for its employees, including but not limited to automobile insurance, workers' compensation and general liability insurance.
7. Contractor shall obtain and maintain during the contract term all necessary insurance including automobile insurance, workers' compensation insurance, and general liability insurance. The required insurances shall protect the Contractor, the Department of Health and Hospitals, and the State of Louisiana from all claims

related to Contractor's performance of this contract. Certificates of Insurance shall be filed with the Department for approval. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days advance written notice to the Department. Commercial General Liability Insurance shall provide protection during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as claims for property damages, with combined single limits prescribed by the Department.

8. In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations. The contract contains a maximum compensation which shall be inclusive of all charges including fees and travel expenses.
9. No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition or matter having the effect of law being considered by the legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.
10. Should contractor become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, Contractor must notify his/her appointing authority of any existing contract with State of Louisiana and notify the contracting office of any additional state employment. This is applicable only to contracts with individuals.
11. All non-third party software and source code, records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All non-third party software and source code, records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.
12. Contractor shall not enter into any subcontract for work or services contemplated under this contract without obtaining prior written approval of the Department. Any subcontracts approved by the Department shall be subject to conditions and provisions as the Department may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this contract, such prior written approval shall not be required for the purchase by the contractor of supplies and services which are incidental but necessary for the performance of the work required under this contract. No subcontract shall relieve the Contractor of the responsibility for the performance of contractual obligations described herein.
13. No person and no entity providing services pursuant to this contract on behalf of contractor or any subcontractor is prohibited from providing such services by the provisions of R.S. 1113 as amended in the 2008 Regular Session of the Louisiana Legislature.
14. No claim for services furnished or requested for reimbursement by Contractor, not provided for in this contract, shall be allowed by the Department. In the event the Department determines that certain costs which have been reimbursed to Contractor pursuant to this or previous contracts are not allowable, the Department shall have the right to set off and withhold said amounts from any amount due the Contractor under this contract for costs that are allowable.
15. This contract is subject to and conditioned upon the availability and appropriation of Federal and/or State funds; and no liability or obligation for payment will develop between the parties until the contract has been approved

by required authorities of the Department; and, if contract exceeds \$20,000, the Director of the Office of Contractual Review, Division of Administration in accordance with La. R.S. 39:1502.

16. The continuation of this contract is contingent upon the appropriation of funds from the legislature to fulfill the requirements of the contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
17. Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, as an amendment duly signed, and approved by required authorities of the Department; and, if contract exceeds \$20,000, approved by the Director of the Office of Contractual Review, Division of Administration. Budget revisions approved by both parties in cost reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.
18. Any contract disputes will be interpreted under applicable Louisiana laws and regulations in Louisiana administrative tribunals or district courts as appropriate.
19. Contractor will warrant all materials, products and/or services produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of any such claim by any third party against DHH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in DHH's name, but at Contractor's expense and shall indemnify and hold harmless DHH against any loss, expense or liability arising out of such claim, whether or not such claim is successful. This provision is not applicable to contracts with physicians, psychiatrists, psychologists or other allied health providers solely for medical services.
20. Any equipment purchased under this contract remains the property of the Contractor for the period of this contract and future continuing contracts for the provision of the same services. Contractor must submit vendor invoice with reimbursement request. For the purpose of this contract, equipment is defined as any tangible, durable property having a useful life of at least (1) year and acquisition cost of \$1000.00 or more. The contractor has the responsibility to submit to the Contract Monitor an inventory list of DHH equipment items when acquired under the contract and any additions to the listing as they occur. Contractor will submit an updated, complete inventory list on a quarterly basis to the Contract Monitor. Contractor agrees that upon termination of contracted services, the equipment purchased under this contract reverts to the Department. Contractor agrees to deliver any such equipment to the Department within 30 days of termination of services.
21. Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, DHH, from all claims for damages, costs, expenses and attorney fees arising in contract or tort from this contract or from any acts or omissions of Contractor's agents, employees, officers or clients, including premises liability and including any claim based on any theory of strict liability. This provision does not apply to actions or omissions for which LA R.S. 40:1299.39 provides malpractice coverage to the contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (R.S. 13:5108.1(E)). Further it does not apply to premises liability when the services are being performed on premises owned and operated by DHH.
22. Any provision of this contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in State and Federal law, or applicable State or Federal regulations.
23. Contractor agrees that the current contract supersedes all previous contracts, negotiations, and all other communications between the parties with respect to the subject matter of the current contract.

THIS CONTRACT CONTAINS OR HAS ATTACHED HERETO ALL THE TERMS AND CONDITIONS AGREED UPON BY THE CONTRACTING PARTIES. IN WITNESS THEREOF, THIS CONTRACT IS SIGNED ON THE DATE INDICATED BELOW.

	STATE OF LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS
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_____ SIGNATURE	_____ DATE	_____ SIGNATURE	_____ DATE
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_____ NAME	_____ NAME
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_____ TITLE	_____ <small>Secretary, Department of Health and Hospitals or Designee</small> TITLE
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_____ SIGNATURE	_____ DATE	_____ SIGNATURE	_____ DATE
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_____ NAME	_____ NAME
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_____ TITLE	_____ TITLE
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(Rev. 1/04)

HIPAA Business Associate Addendum:

This Business Associate Addendum is hereby made a part of this contract in its entirety as Attachment ___ to the contract.

1. The U. S. Department of Health and Human Services has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information. See 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"). The Department of Health and Hospitals, ("DHH"), as a "Covered Entity" as defined by HIPAA, is a provider of health care, a health plan, or otherwise has possession, custody or control of health care information or records.
2. "*Protected health information*" ("PHI") means individually identifiable health information including all information, data, documentation and records, including but not limited to demographic, medical and financial information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual or payment for health care provided to an individual; and that identifies the individual or which DHH believes could be used to identify the individual.
 "*Electronic protected health information*" means PHI that is transmitted by electronic media or maintained in electronic media.
 "*Security incident*" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
3. Contractor is considered a Business Associate of DHH, as contractor either: (A) performs certain functions on behalf of or for DHH involving the use or disclosure of protected individually identifiable health information by DHH to contractor, or the creation or receipt of PHI by contractor on behalf of DHH; or (B) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, financial or social services for DHH involving the disclosure of PHI.
4. Contractor agrees that all PHI obtained as a result of this contractual agreement shall be kept confidential by contractor, its agents, employees, successors and assigns as required by HIPAA law and regulations and by this contract and addendum.
5. Contractor agrees to use or disclose PHI solely (A) for meeting its obligations under this contract, or (B) as required by law, rule or regulation or as otherwise permitted under this contract or the HIPAA Privacy Rule.
6. Contractor agrees that at termination of the contract, or upon request of DHH, whichever occurs first, contractor will return or destroy (at the option of DHH) all PHI received or created by contractor that contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, contractor will extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.
7. Contractor will ensure that its agents, employees, subcontractors or others to whom it provides PHI received by or created by contractor on behalf of DHH agree to the same restrictions and conditions that apply to contractor with respect to such information. Contractor also agrees to take all reasonable steps to ensure that its employees', agents' or subcontractors' actions or omissions do not cause contractor to breach the terms of this Addendum. Contractor will use all appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this contract and Addendum.

8. Contractor shall, within 3 days of becoming aware of any use or disclosure of PHI, other than as permitted by this contract and Addendum, report such disclosure in writing to the person(s) named in section 14 (Terms of Payment), page 1 of the CF-1.
9. Contractor shall make available such information in its possession which is required for DHH to provide an accounting of disclosures in accordance with 45 CFR 164.528. In the event that a request for accounting is made directly to contractor, contractor shall forward such request to DHH within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR 164.528 for at least six (6) years after the date of the last such disclosure.
10. Contractor shall make PHI available to DHH upon request in accordance with 45 CFR 164.524.
11. Contractor shall make PHI available to DHH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR 164.526.
12. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by contractor on behalf of DHH available to the Secretary of the U. S. DHHS for purposes of determining DHH's compliance with the HIPAA Privacy Rule.
13. Compliance with Security Regulations:

In addition to the other provisions of this Addendum, if Contractor creates, receives, maintains, or transmits electronic PHI on DHH's behalf, Contractor shall, no later than April 20, 2005:

 - (A) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHH;
 - (B) Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and
 - (C) Report to DHH any security incident of which it becomes aware.
14. Contractor agrees to indemnify and hold DHH harmless from and against all liability and costs, including attorneys' fees, created by a breach of this Addendum by contractor, its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.
15. Notwithstanding any other provision of the contract, DHH shall have the right to terminate the contract immediately if DHH determines that contractor has violated any material term of this Addendum.

Attachment IV
Sample Cost Template

Note: Use this sample template to prepare a cost breakdown for each year of the contract

Year 1	Hourly Rate	Total
Administrative Staff (list by position)		
Direct Labor Staff (list by position)		
Contracted Staff (list by position)		
Benefits		
Operating Costs:		
Rent		
Utilities		
Telephone		
Insurance		
Other (List):		
Office Supplies (List)		
Professional Services (list)		
Other Direct Costs (list)		

This template may need to be altered or revised to fit the needs of the program